

NEW APPLICATION

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AZ CORP COMMUNICATION
DOCKET CONTROL

March 20, 2009

Norman Curtright
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Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

T-01051B-09-0142
T-03267A-09-0142

Re: Collocation Engineering and Installation Labor Charges
Amendment to the Interconnection Agreement between
Qwest Corporation and McLeodUSA Telecommunications
Services, Inc. dba PAETEC Business Services for the State
of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services ("CLEC"). Qwest files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by adding terms, conditions and rates for Collocation Engineering and Installation Labor Charges as set forth in Attachment 1 and Exhibit A into the Interconnection Agreement. The Agreement was approved by the Commission on December 14, 2000, Docket No. T-01051B-00-0698, Decision No. 63248.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Arizona Corporation Commission
DOCKETED

MAR 20 2009

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Sincerely,

Norman G. Curtright

Enclosure

Docket Control, Arizona Corporation Commission
March 20, 2009
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cc: Mr. Timothy Berg, Esq.
Fennemore Craig
3003 N. Central Avenue, Suite 2600
Phoenix, AZ 85012

Julia Redman-Carter
Carrier Relations Manager
McLeodUSA Telecommunications Services, Inc.
One Martha's Way
Hiawatha, Iowa 52233

**Collocation Engineering and Installation Labor Charges Amendment
to the Interconnection Agreement between
Qwest Corporation and
McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services
for the State of Arizona**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services. ("CLEC"), an Iowa corporation. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Commission; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Engineering and Installation Labor Charges as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

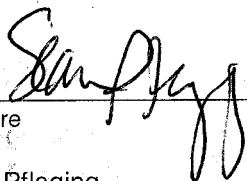
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**McLeodUSA Telecommunications
Services, Inc. dba PAETEC
Business Services**



Signature

Sean Pflaging

Name Printed/Typed

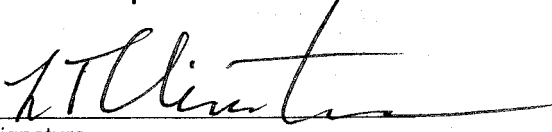
Senior VP Network Services

Title

2/27/09

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

3/13/09

Date

ATTACHMENT 1

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

8.3.1.23 Engineering Labor. Provides the planning and engineering of Collocation at the time of installation, change or removal.

8.3.1.24 Installation Labor. Provides for the installation, change or removal of Collocation .

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